

EXHIBIT A

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made and entered into by and among Plaintiffs Eric McQueen and Sedrick Neloms and Opt-ins Michael Bradley, Sterling Bradley, Michael Crosby, Tyler Edward, Darrell Johnson, George Luster, Preston O'Neal, Adron Thomas, Stephanie Troupe, Orion Walker, Markus Webb and Michael Williams (collectively, "Plaintiffs"), and Defendants Refuge Family Care PCH, Inc., Miles A. Raynor, Sharon R. Raynor and Pro Service Staffing of America, LLC (collectively "Defendants") (collectively, with Plaintiffs, the "Parties").

WHEREAS, Plaintiffs were formerly employed by Defendants and have alleged that Defendants failed to pay them all wages and overtime pay due to them for work performed during his employment;

WHEREAS, Plaintiffs have filed or opted into a lawsuit against Defendants that is currently pending in the United States District Court for the Northern District of Georgia, Atlanta Division (Civil Action No.: 1:15-cv-02154-SCJ) (the "Lawsuit");

WHEREAS, Defendants deny the allegations in the Lawsuit;

WHEREAS, the Parties desire to amicably, finally and completely settle, resolve, and forever extinguish any and all claims that the Plaintiffs have or may have against Defendants based upon their payment of wages and overtime; and

NOW, therefore, in consideration of the actions and promises described below, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Settlement Payments.

- a. In consideration for Plaintiffs' agreements herein, Defendants, jointly and severally, agree to pay Plaintiffs a gross total amount of Twenty-Seven Thousand, Five-Hundred Eleven Dollars and Eighty-Four Cents (\$27,511.86) payable within the later of March 31, 2016 or ninety (90) days after the Court in the Lawsuit issues an order approving the settlement and dismissing the Lawsuit with prejudice (as contemplated by Paragraph 3 below). The payments to Plaintiffs will be paid as follows:

• Michael Bradley:	\$481.25
• Sterling Bradley:	\$2,114.75
• Michael Crosby:	\$1,227.88
• Tyler Edward:	\$3,648.33
• Darrell Johnson:	\$5,355.15
• George Luster:	\$2,655.98
• Eric McQueen:	\$1,074.15
• Sedrick Neloms:	\$3,653.38
• Preston O'Neal:	\$1,707.75
• Adron Thomas:	\$2,627.35

- Stephanie Troupe: \$353.93
- Orion Walker: \$743.33
- Markus Webb: \$1,167.38
- Michael Williams: \$701.25

Payments will be made payable to each Plaintiff but sent to Greenfield Millican P.C. at 44 Broad Street, N.W., Suite 607, Atlanta, GA 30303. Payments will be recorded on IRS Form 1099s issued to Plaintiffs.

- b. In consideration for Plaintiffs' agreements herein, Defendants, jointly and severally, agree to pay to Greenfield Millican P.C. attorney's fees and costs/expenses in the gross amount of Twenty-Four Thousand Dollars (\$24,000.00), payable in eight (8) equal installments of Three Thousand Dollars (\$3,000.00) payable on the tenth day of each month beginning on the later of May 10, 2016, or One Hundred and Twenty (120) days after the Court in the Lawsuit issues an order approving the settlement and dismissing the Lawsuit with prejudice (as contemplated by Paragraph 3 below). The eight (8) equal installments will be made by check made to Greenfield Millican P.C. and sent to 44 Broad Street, N.W., Suite 607, Atlanta, GA 30303. These payments will be recorded on an IRS Form 1099 issued to Greenfield Millican P.C.
 - c. If any payments outlined in paragraphs 1(a) and 1(b) above are received after the deadlines expressed herein, Defendants shall owe an additional amount of four (4) percent of all remaining unpaid amounts as interest plus any costs/expenses or attorneys' fees expended by Greenfield Millican in enforcing this Agreement, payable at an hourly rate of \$385/hour.
 - d. No payment obligations of Defendants contained herein shall be dischargeable in any bankruptcy proceedings.
 - e. Plaintiffs agree to supply any appropriate tax information and complete any appropriate tax forms in connection with this settlement, including an IRS Form W-9. Each of the Plaintiffs acknowledges that they will be solely responsible for, and agree to pay all taxes due on the settlement payments. Each of the Plaintiffs understands and agrees that the payments described in Paragraph 1(a) will be reported on an appropriate IRS Form 1099 and that they, and not Defendants, are liable for any and all state or federal taxes, penalties, interest, fines or other withholdings relating to such payment. In the event that Defendants are required to pay any such taxes, penalties, interest, fines or withholdings, each of the Plaintiffs agree to hold harmless and indemnify Defendants in full for all such taxes, penalties, interest, fines or withholdings incurred by Defendants related to that specific Plaintiff.
2. *Release and Covenant Not To Sue by Plaintiffs.*
- Plaintiffs release and discharge Defendants and all of their affiliates, including, without limitation, all of their past and present officers, directors, shareholders, employees, volunteers, agents, parent corporations, predecessors, subsidiaries, affiliates, branches, insurers, benefit plans, estates, successors, assigns, and attorneys (hereinafter collectively referred to as

“Affiliates”) from any and all claims, causes of action, damages or other relief, in law or in equity, whether known or unknown, based upon Defendants’ payment of wages, including overtime pay, to Plaintiffs during their employment with Defendants, including but not limited to all claims under the Fair Labor Standards Act and any other state and federal law, including but not limited to contract and tort law that relates to wage payment, as well as claims for unjust enrichment, quantum meruit or gap time. Plaintiffs hereby acknowledge and covenant that, in further consideration of the foregoing, each has knowingly relinquished, waived and forever released any and all remedies that might otherwise be available to them related to payment of wages, including without limitation, claims for wages, overtime, liquidated damages, or attorney’s fees. Plaintiffs also agree not to file a lawsuit against Defendants or any Affiliates in connection with any of the matters released in this Paragraph. Further, Plaintiffs agree that if anyone (including any government agency) makes a claim or investigation involving Plaintiffs or in any way based upon their claims against Defendants or any Affiliates released in this Paragraph, each waives any and all right and claim to financial recovery resulting from such claim or investigation.

3. *Request for Court Approval.*

The Parties agree to file a joint motion in the Lawsuit requesting that the Court issue an Order approving the terms of the settlement embodied by this Agreement and dismissing the Lawsuit with prejudice. The Parties agreed to prepare and execute the settlement paperwork within thirty days of the mediation conducted on December 15, 2015. Defendants agree to execute this Agreement no later than three (3) days after execution by the Plaintiffs. The Parties will submit such motion within five (5) days after this Agreement is fully executed. With the sole exception of the agreement of the Parties in this Paragraph to seek Court approval of the settlement, this Agreement and all of the promises made by the Parties herein are expressly contingent on the Court approving the settlement and dismissing the Lawsuit with prejudice. In the event that the Court refuses to approve the settlement, the Parties agree to work together in good faith to address any concerns raised by the Court regarding the settlement. If, after such good faith efforts by the Parties to address any concerns raised by the Court regarding the settlement, the Court refuses a second time to approve the settlement embodied by this Agreement and to dismiss the Lawsuit with prejudice, this Agreement shall be of no further force and effect. The Parties agree that in the event that Defendants default on the settlement payments contained herein, Plaintiffs may reopen the dismissal with prejudice in order to file a motion to enforce settlement and request for attorneys’ fees, costs/expenses and interest. Plaintiffs agree not to file such a motion until five (5) days after the passage of any deadline to deliver the payments contained herein.

4. *No Re-Employment.*

Plaintiffs waive any right to employment with Defendants and/or their Affiliates, agree not to knowingly seek employment with Defendants and/or their Affiliates or with any third party in which they would be assigned to work at a facility managed by Defendants or their Affiliates, at any time in the future, and agree that any denial of employment by Defendants and/or their Affiliates is in keeping with the intent of this Agreement and shall not be a legitimate basis for a claim of discrimination or retaliation by Plaintiffs.

5. *Denial of Liability.*

The Parties have entered into this Agreement solely to resolve disputed claims based on disputed facts and allegations and to avoid the costs and risks of litigation. Neither the fact of this Agreement nor any of its parts shall be construed as an admission of wrongdoing, liability, or a violation of any law, rule, regulation or order, of any kind.

6. *Non-Disparagement.*

The Plaintiffs, on behalf of themselves, their agents, attorneys, heirs, executors, and assigns, agree that each shall not at any time engage in any form of conduct, or make any untruthful statements or representations, whether in writing or orally, that disparage or otherwise impair the reputation, goodwill or commercial interests of Defendants. The obligations contained in this Paragraph shall not prohibit the Plaintiffs from making truthful statements regarding the Lawsuit or regarding Defendants to administrative agencies, during judicial proceedings, or otherwise as required or compelled by a court of law.

Miles A. Raynor and Sharon R. Raynor agree that they shall not at any time engage in any form of conduct, or make any statements or representations, whether in writing or orally, that disparage or otherwise impair the reputation of Plaintiffs.

Aderemi Folarin will not at any time engage in any form of conduct, or make any statements or representations, whether in writing or orally, that disparage or otherwise impair the reputation of Plaintiffs.

7. *Letters of Reference.*

Should any potential future employers request from Defendants any information about Plaintiffs' employment, Defendants shall provide only neutral references with dates of employment, last pay rate and position held. Defendants will state that pursuant to company policies, its practice is not to discuss or comment on the work performance of its prior employees or their eligibility for re-employment.

8. *Acknowledgment.*

Each of the Plaintiffs expressly acknowledges and agrees that they have been given a reasonable amount of time to consider this Agreement prior to its execution. Each of the Plaintiffs further acknowledges and agrees that they have read this Agreement carefully, that they have not sought any additional time for consideration, that they fully understand that the

Agreement is final and binding, that it contains a release of potentially valuable claims, and that the only promises or representations they have relied upon in signing this Agreement are those specifically contained in the Agreement itself. Each of the Plaintiffs also acknowledges that this Agreement is the product of a negotiation involving their attorneys, and that they are signing this Agreement voluntarily with the full intent of releasing Defendants and their Affiliates from the claims described in Paragraph 2.

Plaintiffs affirm that they have not filed, caused to be filed, or presently are a party to any claim against Defendants, except those in the Litigation currently pending in the United States District Court for the Northern District of Georgia.

9. *Miscellaneous.*

(a) **Governing Law.** This Agreement, and the rights and obligations of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of Georgia.

(b) **Entire Agreement and Construction.** This document contains all terms of the settlement between Defendants and Plaintiffs related to FLSA claims, and supersedes and invalidates any previous agreements or contracts related to such claims. No representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein, shall be of any force or effect. Because this Agreement is the product of negotiations between the attorneys of the Parties, neither party may be considered the drafter of the Agreement, and no ambiguity in any provision shall be construed against either party on account of that party being considered the drafter of that provision or of this Agreement. This Agreement may not be modified except through a writing signed by the Parties.

(c) **Non-Assignment of Claims.** The Parties hereby warrant, understanding that the truth of said warrant is necessary to the making of this Agreement, that each has not heretofore assigned or otherwise transferred any of the claims released through this Agreement.

(d) **Successors and Assigns.** The Parties' respective rights under this Agreement shall inure to the benefit of their successors, assigns, heirs, and transferees.

(e) **Counterparts.** This Agreement may be executed in one or more counterparts, and each shall be considered one and the same instrument. A copy of this executed Agreement transmitted via facsimile or electronic mail shall have the same force and effect as an original ink signed copy.

[signatures on following page]

IN WITNESS WHEREOF, the undersigned set their hands and seals, with the approval of their attorneys.

MILES RAYNOR

Miles Raynor

Date: 3-29-16

REFUGE FAMILY CARE PCH, INC.

By: Miles Raynor

Title: CEO

Date: 3-29-16

SHARON RAYNOR

Sharon Raynor

Date: 3-29-16

PRO SERVICE STAFFING OF AMERICA, LLC

By: Sharon Raynor

Title: CEO

Date: 31-Mar-16

ERIC MCQUEEN

Eric McQueen

Date: 3/12/16

MICHAEL WILLIAMS

Date: _____

SEDRICK NELOMS

Date: _____

STERLING BRADLEY

Date: _____

MICHAEL CROSBY

Date: _____

IN WITNESS WHEREOF, the undersigned set their hands and seals, with the approval of their attorneys.

MILES RAYNOR

Date: _____

REFUGE FAMILY CARE PCH, INC.

By: _____

Title: _____

Date: _____

SHARON RAYNOR

Date: _____

PRO SERVICE STAFFING OF
AMERICA, LLC

By: _____

Title: _____

Date: _____

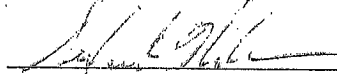
ERIC MCQUEEN

Date: _____

MICHAEL WILLIAMS

Date: _____

SEDRICK NELOMS

_____

Date: 2/22/16

STERLING BRADLEY

Date: _____

MICHAEL CROSBY

Date: _____

IN WITNESS WHEREOF, the undersigned set their hands and seals, with the approval of their attorneys.

MILES RAYNOR

REFUGE FAMILY CARE PCH, INC.

By: _____

Date: _____

Title: _____

Date: _____

SHARON RAYNOR

PRO SERVICE STAFFING OF
AMERICA, LLC

By: _____

Date: _____

Title: _____

Date: _____

ERIC MCQUEEN

MICHAEL WILLIAMS

Date: _____

Date: _____

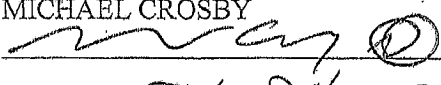
SEDRICK NELOMS

STERLING BRADLEY

Date: _____

Date: _____

MICHAEL CROSBY

 _____

Date: Feb. 8th, 2016

IN WITNESS WHEREOF, the undersigned set their hands and seals, with the approval of their attorneys.

MILES RAYNOR

REFUGE FAMILY CARE PCH, INC.

By: _____

Date: _____

Title: _____

Date: _____

SHARON RAYNOR

PRO SERVICE STAFFING OF
AMERICA, LLC

By: _____

Date: _____

Title: _____

Date: _____

ERIC MCQUEEN

MICHAEL WILLIAMS

Date: _____

Michael Williams

Date: 2-21-16

SEDRICK NELOMS

STERLING BRADLEY

Date: _____

Date: _____

MICHAEL CROSBY

Date: _____

03/28/2016 10:20 FAX

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IN WITNESS WHEREOF, the undersigned set their hands and seals, with the approval of their attorneys.

MILES RAYNOR

REFUGE FAMILY CARE PCH, INC.

By: _____

Date: _____

Title: _____

Date: _____

SHARON RAYNOR

PRO SERVICE STAFFING OF
AMERICA, LLC

By: _____

Date: _____

Title: _____

Date: _____

ERIC MCQUEEN

MICHAEL WILLIAMS

Date: _____

Date: _____

SEDRICK NELOMS

Date: _____

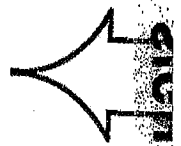
STERLING BRADLEY

[Signature]

Date: 3-28/16

MICHAEL CROSBY

Date: _____



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DARRELL JOHNSON

Darrell Johnson

Date: 2/22/16

TYLER EDWARD

Date: _____

PRESTON O'NEAL

Date: _____

GEORGE LUSTER

Date: _____

STEPHANIE TROUPE

Date: _____

ADRON THOMAS

Date: _____

MARKUS WEBB

Date: _____

ORION WALKER

Date: _____

MICHAEL BRADLEY

Date: _____

DARRELL JOHNSON

TYLER EDWARD

Date: _____

Date: _____

PRESTON O'NEAL

GEORGE LUSTER



Date: 3/15/2016

Date: _____

STEPHANIE TROUPE

ADRON THOMAS

Date: _____

Date: _____

MARKUS WEBB

ORION WALKER

Date: _____

Date: _____

MICHAEL BRADLEY

Date: _____

DARRELL JOHNSON

Date: _____

TYLER EDWARD

Date: _____

PRESTON O'NEAL

Date: _____

GEORGE LUSTER

Date: _____

STEPHANIE TROUPE

Stephanie Denise Troupe

Date: 3/7/2016

ADRON THOMAS

Date: _____

MARKUS WEBB

Date: _____

ORION WALKER

Date: _____

MICHAEL BRADLEY

Date: _____

DARRELL JOHNSON

TYLER EDWARD

Date: _____

Date: _____

PRESTON O'NEAL

GEORGE LUSTER

Date: _____

Date: _____

STEPHANIE TROUPE

ADRON THOMAS

Date: _____

Date: _____

MARKUS WEBB

ORION WALKER


Date: 02/13/16

Date: _____


MICHAEL BRADLEY

Date: _____

DARRELL JOHNSON

Date: _____

TYLER EDWARD

_____

Date: Feb 16, 2016

PRESTON O'NEAL

Date: _____

GEORGE LUSTER

Date: _____

STEPHANIE TROUPE

Date: _____

ADRON THOMAS

Date: _____

MARKUS WEBB

Date: _____

ORION WALKER

Date: _____

MICHAEL BRADLEY

Date: _____

DARRELL JOHNSON

Date: _____

TYLER EDWARD

Date: _____

PRESTON O'NEAL

Date: _____

GEORGE LUSTER

George Luster

Date: 2/15/16

STEPHANIE TROUPE

Date: _____

ADRON THOMAS

Date: _____

MARKUS WEBB

Date: _____

ORION WALKER

Date: _____

MICHAEL BRADLEY

Date: _____

DARRELL JOHNSON

Date: _____

TYLER EDWARD

Date: _____

PRESTON O'NEAL

Date: _____

GEORGE LUSTER

Date: _____

STEPHANIE TROUPE

Date: _____

ADRON THOMAS

Adron Thomas

Date: 2-11-2016

MARKUS WEBB

Date: _____

ORION WALKER

Date: _____

MICHAEL BRADLEY

Date: _____

DARRELL JOHNSON

Date: _____

TYLER EDWARD

Date: _____

PRESTON O'NEAL

Date: _____

GEORGE LUSTER

Date: _____

STEPHANIE TROUPE

Date: _____


ADRON THOMAS

Date: _____

MARKUS WEBB

Date: _____

ORION WALKER


Date: 2/22/16

MICHAEL BRADLEY

Date: _____

DARRELL JOHNSON

TYLER EDWARD

Date: _____

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GEORGE LUSTER

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STEPHANIE TROUPE

ADRON THOMAS

Date: _____

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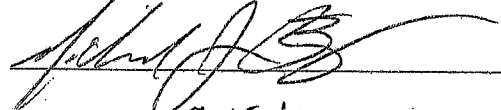
MARKUS WEBB

ORION WALKER

Date: _____

Date: _____

MICHAEL BRADLEY


Date: 2-15-16